BANGALORE SOUTH CITY CORPORATION

Tend No EE/BSCC/ TEMC/TEND/05/2026-27

REQUEST FOR PROPOSALS

Providing consultancy services for Feasibility Study and preparation of detailed project report for Development of Grade-Separated at (11th main road, Marenahalli main road junction), Bengaluru under Bengaluru South City Corporation (BSCC)

Office of the
Executive Engineer Traffic Engineering and Mobility Cell
2nd Floor, 9th Main Road, Jayanagara South 2nd
Block, Bengaluru -560 011

CONTENTS

SECTION	DESCRIPTION	PAGE NO.
Section I	Letter of Invitation	3
Section II	Information to Consultants (ITC)	7
	Data Sheet – Information to Consultants	16
Section III	Technical Proposal – Standard Forms	20
Section IV	Financial Proposal – Standard Forms	30
Section V	Terms of Reference	36
Section VI	Contract for Consultant's Services	49
	I Form of Contract	52
	II General Conditions of Contract	54
	III Special Conditions of Contract	64
	IV Appendices	68

BENGALURU SOUTH CITY CORPORATION

Office of the Executive Engineer Traffic Engineering and Mobility Cell, 2nd Floor, 9th Main Road, Jayanagara South 2nd block, Bengaluru -560 011. Email: tecsouthpalike@gmail.com

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No.EE/BSCC/TE&Mcell/TEND/05/2026-27 Date: 06.05.2026

Short Term Tender Notification
(Two Cover System)
(Only through KPP Portal)

1. The Bangalore South City Corporation (BSCC) Traffic Engineering and Mobility Cell, invites Request for Proposal from interested persons/firms those **who have done similar type of work** for **preparation of DPR for** the below work through KPP Portal by the Executive Engineer (TEMC), BSCC on behalf of the Commissioner, BSCC, Bengaluru.
2. Tender documents may be downloaded from Government of Karnataka KPP Portal https://kppp.karnataka.gov.in under login for Contractors: After login to Contractors, Bengaluru South City Corporation, Please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Consultants/Agencies who wish to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable if you wish to participate.
3. Tenders must be accompanied by Tender Processing fees which should be paid online through e-Procurement portal using any of the following payment modes: Credit Card Direct Debit, National Electronic Fund Transfer (NEFT).
4. Tenders must be electronically submitted (on-line through internet) within the date and time published in KPP Portal. Tenders will be opened at prescribed time and date in the KPP Portal, in the presence of the Consultants/Tenderers who wish to attend at the Office of the EXECUTIVE ENGINEER, (TEMC) BSCC, and Bangalore – 560011.

Sl. No	Name of work	Approx. Project cost (Rs. in Lakhs)	EMD amount in Rs.	Time Period
1	Providing consultancy services for Feasibility Study and preparation of detailed project report for Development of Grade-Separated at (11th main road, Marenahalli main road junction), Bengaluru under Bengaluru South City Corporation (BSCC)	**1500.00**	**40,000/-**	**02 months**

Time Schedule/Calendar of events:

1	Tender Document may be downloaded through KPP portal from	:	07.05.2026
2	Pre-bid Meeting	:	13.05.2026 at 11:30AM Office of the Executive Engineer (TE&MC),BSCC, Traffic Engineering and Mobility Cell, 2nd Floor, 9th Main Road, Jayanagara, East 2nd block, Bengaluru
3	Last Date & Time for receipt of Tenders	:	19.05.2026 up to 4:00 PM
4	Opening of Technical bid	:	20.05.2026 at 04:30 PM
5	Validity of Tender	:	90 Days from last date of receipts of Tender

Eligibility Criteria:

1. Any reputed Company possessing Registration Certificate of establishment (Form-C Rule no 4) from department of labor for civil engineering Consultancy service and should have been involved in Civil Engineering Consultancy services from past 10 years.
2. Work done certificate for having successfully executed at least one similar work not less than amount put to tender (consultancy cost).
3. Consultants should submit the list of on-going projects, works awarded & works completed during 2020-21 to 2024-25 in the specified format as mentioned in RFP. The list should also contain the client name, cost of work and cost of consultancy and percentage of work completed.
4. The tender is of Two cover system.
   i) Bidders/Contractors Should attach all the Scanned copies of technical documents/ certificates pertaining to their eligibility criteria mentioned above in the website itself, failing which the bid will not be considered. The original documents should be produced for verification at any stage of tender process as and when sought by BSCC failing which, the bids are liable for disqualification.
   ii) Rates shall be quoted in Tender Schedule – B (Financial Bid) in the website on Lump sum basis.
   iii) The lowest quoted bidder must submit the original signed Financial Proposal Forms (4A–4C) if required by the tendering authority. If not submitted, the bid may be disqualified.
5. The successful bidder will have to execute agreement with BSCC within 20 days of receipt of intimation.
6. The Bengaluru South City Corporation reserves the right to accept / reject any or all the tenders without assigning any reasons.
7. The validity of tender will be up to the execution of Agreement with the main work.
8. Further details of the work can be obtained in the office of the Executive Engineer (TEMC), BSCC on all working days between 10.00 A.M. & 5.30 P.M.
9. If the delay is caused by the consultant in issuing design, GFC and any other information necessary for execution of the work, thereby causing delay in completing the work the penalty will be recovered from the consultant as per the rules prevailing for the recovery of the penalty from the consultant.

10. Any misrepresentation of the fact or uploading pseudo documents will lead to rejection of bids & attract criminal proceedings against the consultant.
11. Aspiring bidders/Contractors, who have not obtained the user ID & Password for participating in e-Procurement portal in Bengaluru South City Corporation, may now obtain the same from the website https://kppp.karnataka.gov.in.
12. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in.
13. For details, registration and e-payment visit GOK e-Procurement website https://kppp.karnataka.gov.in.
14. Corrigendum's/modifications/correction if any will be published in the website only.

Sd/-
Executive Engineer (TEMC) Zone-1&2
Bangalore South City Corporation

COPY SUBMITTED TO:-

1. Copy Submitted to the Commissioner, BSCC for kind information.
2. Copy Submitted to the Additional Commissioner (Development), BSCC for kind information.
3. Copy Submitted to the Chief Engineer (Zone-1 & 2),BSCC for kind information.
4. Copy Submitted to the Superintending Engineer (Zone-1 & 2),BSCC for kind information.
5. Copy Submitted to the Executive Engineer (Jayanagar/Uttarhalli/Begur Division)for kind information.
6. Copy to Assistant Public Relation Officer BSCC for information and to publish in two leading Newspapers in Kannada and English..
7. Office Copy.

Executive Engineer (TEMC) Zone-1&2
Bangalore South City Corporation

Section 2.
Information to Consultants

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Bangalore South City Corporation (BSCC) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is BSCC's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BSCC:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BSCC, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BSCC of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period, to be awarded a BSCC-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or executing a BSCC-financed contract; and

(e) Will have the right to require that, BSCC inspects the consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BSCC.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK/BSCC in accordance with the above sub-para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

i. The firms having following minimum experience during last 5 financial years i.e., 2021-2022 to 2025-2026 will be considered for qualification.
   a. The Consultancy Firm / Company must have experience in the field of engineering consultancy for last 10 years in preparation of DPR for State Government and their undertaking agencies. In support of this, the Consultant shall furnish firm registration, Tax Registration Certificate, Udyam registration certificate, Registration Certificate of establishment (Form-C Rule no 4) from department of labor along with the Technical Proposal
   b. Achieved at least in two Financial Year a minimum Average Financial Turnover (in all classes of Civil Engineering Consultation Works only) of Rs.1000.00 lakhs during last 5 financial years i.e., 2021-22 to 2025-26. In support of this, the Tenderer shall furnish the Turnover Certificate from Chartered Accountant along with the Technical Proposal.
   c. Each tenderer in its name should have Executed and satisfactorily completed preparation of DPR for at least one flyover works/underpass (grade separator) for any govt body which the total Value of Construction project is not less than Rs. 5000.00 Lakhs during last 5 financial year i.e., 2021-22 to 2025-26. In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid.
   d. Consultants must have Key professionals required (as detailed in Terms of Reference) having experience in Improvements/Development of Roads and drains, culverts, footpath works to be deployed exclusively for this consultancy contract. The employer or competent authority shall furnish the CVs of the personnel and the availability of the personnel for the project till completion of the assignment and proof of permanent employment in consultancy shall be submitted with bid.
   e. Consultant should have an Own NABL (National Accreditation Board of Testing and Calibration Laboratories) Laboratory.
   f. Tenders from Joint Ventures / Consortium are not acceptable.
   g. Certificates of proof shall be enclosed for the above.
   h. The Consultants shall mandatorily pay a flying visit to 100% length of the Project Roads and upload Brief Reports certified by Assistant Executive Engineer.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the consultancy firm and desirably be working with the firm at least for the last 1 year. In case BSCC requires, consultants must be in a position to provide proof in this respect. Submission of

false information may become sufficient cause to debar the consultants from participating in the future tenders of BSCC.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultants organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firms involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by specialty, the tasks assigned to each staff member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include a number of years working for the firm/entity, and the degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

3.9 The rate quoted by the consultants should be inclusive of all applicable taxes, where there is a discrepancy between the rates quoted in the KPP portal and uploaded financial documents, then the rate quoted in the KPP portal will be considered inclusive of all taxes and binding on the bidder. If the Tenderer does not accept the rates quoted in the KPP portal, then the bidder Tender will be considered as Non Responsive, and bidders tender rejected and the earnest money deposit will be forfeited in accordance with Sub-Clause.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The Electronic Tendering System for the Assignment comprises (i) Technical Proposal and (ii) Financial Proposal. The Proposals must be electronically submitted (online through Internet) within the Date and Time published in KPP Portal only.

4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

4.3 Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorized to sign on behalf of the Consultant. Such Authorization shall be indicated by a Written Power – of – Attorney accompanying the Proposal. The Corrections, if any, shall be made by striking of and shall be initialed with date.

4.4 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

4.5 No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

4.6 Any Consultancy Firm / Company trying to submit the Proposal after Deadline will not be accepted in the KPP Portal.

4.7 Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.

4.8 **Earnest Money Deposit**

4.8.1 The Consultants shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in Letter of Invitation for this particular Work. Further, out of the total EMD Amount only Rs.40000/- (Rupees Forty Thousand only) shall be paid in the KPP portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Nationalized/Scheduled Bank.

a. Credit Card.
b. Direct Debit.
c. National Electronic Fund Transfer (NEFT).

NEFT Payment Procedure

If a Consultants chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be

remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

4.8.2 EMD Amount shall be submitted by the Consultants taking into account of the following Conditions.

a. EMD for Rs. 40,000/- shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded
b. The Consultants Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 4.7.1 and 4.7.2.

4.8.3 Any Proposal not accompanied by an acceptable EMD as indicated in Sub Clause 4.7.1 and 4.7.2 above shall be rejected by the Employer as Non-Responsive.

4.8.4 The Earnest Money Deposit of the Unsuccessful Consultants will be returned within 45 days of the end of the Proposal Validity Period as specified in the Data Sheet.

4.8.5 The Earnest Money Deposit of the Successful Consultant will be discharged only when the Consultant has signed the Agreement and furnished the required Performance Security.

4.8.6 The Earnest Money Deposit may be forfeited

4.8.6.1 If the Consultant withdraws the Proposal after Proposal Opening during the Period of Proposal Validity;

4.8.6.2 If the Consultant does not accept the Correction of the Price, pursuant to Clause 5.6.

4.8.6.3 In the case of a successful Consultant, if the Consultant fails within the specified time limit to

4.8.6.4 Sign the Agreement; or

4.8.6.5 Furnish the required Performance Security.

4.8.7 The Last Date and Time including Hours, Minutes and Seconds for Submission of the Proposal will be mentioned in the KPP Portal. The Proposal will disappear automatically immediately after the Time of Submission has elapsed.

4.8.8 Consultant may modify the Contents of their Technical Proposal or Financial Proposal before the deadline for Proposal Submission mentioned in the Portal.

4.8.9 Consultant may withdraw their Proposals by canceling his Proposal on the Portal only before the Deadline for Proposal Submission mentioned in the Portal.

4.8.10 No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.

5. EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the KPP Portal the Name of those Consultants whose Proposals did not meet the minimum Qualifying Mark or were considered Non-Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the KPP Portal the Names of the Consultants that have secured the minimum Qualifying Mark.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

9. **Performance Security**

9.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Consultant shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price.

- Banker's Cheque/ Demand Draft / Pay Order in favour of "The Commissioner", Bengaluru South City Corporation, Bengaluru payable at Bengaluru or
- A Bank Guarantee in the Form given in Appendix F.
- Fixed Deposit Receipt (FDR) pledged in the name of "The Commissioner", Bengaluru South City Corporation, Bengaluru.

9.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

9.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Consultant.

9.4 Failure of the Successful Consultant to comply with the Requirements of Sub Clause 9.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

9.5 Security Deposit will be discharged only after the Completion of main project, defect liability Period and Maintenance Period plus 30 days.

10. **Conflict of Interest**

10.1 Conflict of Interest for a Consultant is defined as

10.1.1 The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

10.1.2 Any Consultant black listed or debarred by the Government of India / any State government/any other Organizations would not be eligible for Appointment as Consultant.

Data Sheet

Information to Consultants

Clause Reference	
1.1	The name of the Client is: The Commissioner, Bengaluru South City Corporation Bangalore Any information, submission of proposal and/or all correspondence to be sent to the Executive Engineer Office of the Executive Engineer Traffic Engineering and Mobility Cell, 2nd Floor, 9th Main Road, Jayanagara South 2nd block, Bengaluru -560 011 The method of selection is: **QCBS**
1.2	A technical and a Financial Proposals are requested: Yes The name, objectives and description of the Assignment are: Providing consultancy services for Feasibility Study for "Construction of Grade-Separated Interchange (Flyover-cum-Underpass) at Raghavendra Swamy Mutt Junction on Marenahalli Road, Bengaluru including Civil, Traffic Management and Allied Works under Bengaluru South City Corporation (BSCC)
1.3	The Assignment is phased: NO
1.4	A Pre-Proposal Conference will be held: **Yes**. It will be held at the Office of the Executive Engineer Traffic Engineering and Mobility Cell, 2nd Floor, 9th Main Road, Jayanagara South 2nd block, Bengaluru -560 011 The Name (s), Address (es) and Telephone No. (s) of the Employer's Official (s) are: Office of the Executive Engineer Traffic Engineering and Mobility Cell, 2nd Floor, 9th Main Road, Jayanagara South 2nd block, Bengaluru -560 011
1.5	The Client will provide the following inputs: Detailed Project Report with Drawings, Agreement entered between the BSCC and the Contractor.

1.7.2 The Client envisages the need for continuity for downstream work: No

1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested prior to Pre- Proposal conference before the submission date through KPP Portal only.

3.1 Proposals should be submitted in the following language(s): English

3.3 (i) Shortlisted consultant may associate with other shortlisted consultant: NO

(ii) Consultants Should submit Organization Chart of the company along with details of staff designation

(iii) Consultants Should have ISO Certificate.

(iv) The minimum required experience of proposed key professional

The minimum required experience of proposed key professional staff is:

Sl No.	Position	Qualification	Experience	Requirement	Remarks
1	**Project Manager**	ME/M. Tech in Highway/Transportation Engineering OR BE in Civil Engineering	ME /M.Tech 20 Years BE – 15 Years	1	
2	**Structural Design Engineer**	M.E/M. Tech in Structural Engineer	20 years	1	
3	**Highway/Traffic Engineers**	M.E/M. Tech in Highway/Transportation Engineering	15 Years	1	
4	**Pavement, Soil and Material Engineer**	M.E/M. Tech/ B.E in Civil Engineering	15 Years	1	
5	**Drainage / Hydrological Engineer**	M.E/M. Tech in Structural Engineer	10 Years	1	
6	**Geo technical Engineer**	M.E/M. Tech in Geo technical Engineer	15 Years	1	
7	**Road Safety Engineer**	ME/M. Tech /BE in civil Engineering & certified Road safety auditor	5 Years	1	
7	**AutoCAD Draftsmen**	Diploma in Civil Engg.	5 Years	2	

(Qualification Certificates shall be enclosed for the above along with CVs)

(ix) Reports which are part of the assignment must be written in the following language: English

3.4 (i) Training is an important feature of this Assignment: No

(ii) Additional Information in the Technical Proposal includes: All details as required under Technical Evaluation form have to be submitted in details. The client reserves the right to cross-check the authenticity of the details submitted for each category of Technical Proposal sought for the Proposal

3.10 Proposals must remain valid 90 days after the submission date.

4.3 Consultants must submit all details of the proposal to be scanned and submitted through KPP portal only and an original hard copy of the documents submitted through KPP portal is also required to be submitted at the Clients office.

5.1 The Address to send Information to the Employer: Office of the Executive Engineer Traffic Engineering and Mobility Cell, 2nd Floor, 9th Main Road, Jayanagara South 2nd block, Bengaluru -560 011

5.3 The Numbers of Points to be given under each of the Evaluation Criteria are:

		Points
(i)	Specific Experience of the Consultant related to the Assignment of Similar Nature in last 5 years	5
(ii)	Consultant should have an Own NABL (National Accreditation Board of Testing and Calibration Laboratories) with minimum 40 parameters	10
(iii)	Qualification and Relevant Experience of the Key Professional Staff for the Assignment. (Total 45 Points)	-
	a) General Qualification Educational Qualification	20
	b) Adequacy for the Project	25
(iv)	Task Assignment, Manning Schedule, Methodology and Work Plan for Performing the Assignment	20
(v)	Office in Bangalore, Equipment and Software proposed to be used & Suitability of transfers of knowledge	5
(vii)	ISO Certificate	5
(viii)	Brief Reports certified by Assistant executive engineer.	10
	Total	**100**

The minimum Technical Score required passing: **75 Points***

Weight age for Technical and Financial Score

The formula for determining the financial scores is the following:
[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration]

The weightage given to Technical score (T) = 0.80 and Financial Score (P) = 0.20

6.1 The Address for Negotiations is Office of the Executive Engineer Traffic Engineering and Mobility Cell, 2nd Floor, 9th Main Road, Jayanagara South 2nd block,
Bengaluru -560 011

7.2 The Assignment is expected to commence **immediately at Project Location**.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

_____ _____

_____ _____

_____ _____

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------

----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate form.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

CONSULTANT'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other technical education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____Date: _____
[Signature of staff member and authorized representative of the Consultant] Day/Month/Year

Full name of staff member: _ _____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart) *												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

* The Schedule should be for the period of completion of assignment

Signature:_____
(Authorized Representative)

Full Name:_____

Title:_____

Address:_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

					Month wise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are months from the start of assignment]*								
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++ The Program should be period of completion of assignment.

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

_____ _____

_____ _____

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------

---------- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*]. Inclusive of all applicable taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

No.	Description	Amount (Rupees)
I	Remuneration for Key professional staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
IX	Surveys	
	TOTAL COST	
	Consultancy GST	
	TOTAL COSTS (Including Service Tax)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

4C. BREAKDOWN OF COSTS (RS)

REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	Sub-Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate* (Rs)	Amount(Rs)
1 2 3 4					
				Total :	

III Transportation

Total:

IV. Duty Travel to Site

Total:

V Office Rent

Total:

*Prepare details as appropriate for the consultancy assignment.

VI. Office Supplies, Utilities and Communication

No.	Item*	Months	Monthly Rate (Rs)	Amount in (Rs)
1.				
2.				
3.				
4.				

TOTAL : ----------

* Prepare details as appropriate for the consultancy assignment.

VII. Office Furniture and Equipment

No.	Description (*)	Unit	Quantity	Rate ( )	Amount ( )
1 2 3 4 5 6	**Office Furniture**				
1 2 3 4 5 6	**Office Equipment**				
				Total	

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1 2 3 4 5					
				Total	

IX. Topographical Surveys (if any) * - Not Applicable

- Prepare details as appropriate for the consultancy assignment

SECTION -V
TERMS OF REFERENCE

1. BACKGROUND
2. DESCRIPTION OF ASSIGNMENT
3. DETAILED SCOPE OF SERVICES
4. REPORTS, TIME SCHEDULE AND PAYMENT SCHEDULE
5. SERVICES DURING DEFECTS LIABILITY PERIOD
6. KEY PROFESSIONALS REQUIRED

SECTION 5
TERMS OF REFERENCE (TOR)

5.1 BACKGROUND

Bangalore South City Corporation (BSCC), hereinafter referred to as "the Client", intends to undertake a Feasibility Study for "Construction of Grade-Separated Interchange (Flyover-cum-Underpass) at Raghavendra Swamy Mutt Junction on Marenahalli Road, Bengaluru including Civil, Traffic Management and Allied Works..

The junction is one of the critical traffic bottlenecks in South Bengaluru with high traffic volume, commercial activity, and upcoming metro integration. The Client desires to engage a Consultancy Firm to carry out a comprehensive feasibility study including traffic analysis, surveys, preliminary design, and economic evaluation to develop a signal-free interchange solution.

5.1.1 OBJECTIVES AND DESCRIPTION OF SERVICES

a. The primary objective of hiring a Consultant is to assess the technical, traffic, economic, and environmental feasibility of constructing a grade-separated interchange at the identified junction.

b. The Consultant shall carry out detailed traffic studies, including volume count, turning movement, origin-destination surveys, and travel time analysis to evaluate existing and future traffic conditions.

c. To identify traffic congestion issues, delays, safety concerns, and bottlenecks and propose suitable engineering solutions.

d. To evaluate various interchange alternatives (flyover, underpass, rotary improvement, signal optimization, etc.) and recommend the most suitable option.

e. To prepare conceptual geometric designs and preliminary drawings for the proposed interchange.

f. To assess Right of Way (ROW), land acquisition requirements, and encroachments.

g. To identify and assess existing utilities (BWSSB, BESCOM, OFC, drainage, etc.) and propose utility shifting plans.

h. To carry out topographical surveys, traffic surveys, and preliminary geotechnical investigations required for feasibility.

i. To evaluate integration with existing and proposed metro infrastructure and pedestrian facilities.

j. To assess drainage conditions and flood risks, especially for underpass feasibility.

k. To prepare preliminary cost estimates including civil works, utility shifting, and land acquisition.

l. To carry out economic analysis including vehicle operating cost (VOC), travel time savings, and cost-benefit analysis.

m. To assess environmental and social impacts and propose mitigation measures.

n. To propose phasing and traffic management plan during construction.

o. To identify risks and propose mitigation strategies.

p. To submit Feasibility Report with recommendations for further DPR preparation**.**

5.1.2 BROAD SCOPE OF WORK

The Consultant's Scope of Services shall consist of the following:

5.1.2.1 Feasibility Study Stage

a. Carry out reconnaissance survey and data collection of the project corridor and junction.

A detailed site reconnaissance shall be undertaken to understand the existing physical and operational conditions of the project area. This includes identification of road geometry, junction configuration, traffic movement patterns, adjacent land use, encroachments, access points, and critical constraints. Relevant secondary data such as previous studies, traffic records, satellite imagery, and planning documents shall also be collected to establish a baseline for analysis.

b. Conduct topographical survey using Total Station/Drone survey including all physical features.

A comprehensive topographical survey shall be carried out using Total Station and/or equivalent techniques to capture accurate ground levels and spatial features. The survey shall include road edges, medians, footpaths, drains, utilities, trees, buildings, and other permanent/temporary features. The data will be used for preparation of base maps, contour plans, and to support geometric and structural design.

c. Carry out traffic surveys, including:

- **Classified Traffic Volume Count (24-hour)**
  Traffic volume counts shall be conducted continuously for 24 hours to capture variations across peak and off-peak periods. Vehicles shall be classified into categories such as two-wheelers, cars, buses, LCVs, and HCVs to understand traffic composition and load characteristics.

- **Turning Movement Count (TMC)**
  Turning movement surveys shall be conducted at the junction to capture directional flow of traffic (left, right, straight movements) during peak hours. This data is essential for junction capacity analysis and interchange design.
- **Origin-Destination (O-D) Survey**
  O-D surveys shall be carried out using roadside interviews, number plate matching, or GPS-based methods to identify travel patterns, trip lengths, and route choices of road users, which are critical for traffic modelling.
- **Speed and Delay Study**
  Speed and delay studies shall be conducted using moving car method or GPS tracking to assess travel time, average speed, delays, and causes of congestion along the corridor.

d. AnalyTraffic data shall be analyzed to determine the existing capacity and Level of Service

(LOS) of the corridor and junction using IRC/HCM guidelines. Future traffic projections shall be developed for a design horizon of 20–30 years considering growth rates, land use changes, and upcoming infrastructure projects such as metro corridors.ze traffic capacity, LOS, and future projections (20–30 years).

e. Identify problem areas and bottlenecks in existing conditions.

Based on traffic analysis and field observations, critical issues such as congestion points, conflict zones, accident-prone locations, inadequate geometry, and inefficient signal operations shall be identified and documented.

f. **Develop and analyze multiple design alternatives.**

Various engineering solutions such as flyover, underpass, rotary improvement, grade separators, or signal optimization shall be developed. Each alternative shall be evaluated based on traffic performance, feasibility, cost, land requirements, and constructability.

g. Prepare conceptual layout plans and geometric designs.

Conceptual drawings including plan, profile, cross-sections, and junction layouts shall be prepared in accordance with IRC/MoRTH standards. These designs will define lane configurations, turning radii, gradients, and alignment of proposed structures.

h. Conduct preliminary geotechnical investigations including soil testing.

Initial geotechnical investigations shall be carried out through boreholes and laboratory testing to assess soil strata, bearing capacity, groundwater conditions, and suitability for foundations of flyover/underpass structures.

i. Identify existing utilities and prepare shifting/diversion plans.

All existing utilities such as water pipelines (BWSSB), electrical lines (BESCOM), sewer lines, OFC cables, and stormwater drains shall be mapped. Preliminary utility shifting or protection plans shall be developed to avoid conflicts during construction.

j. Study drainage patterns and stormwater management requirements.

Existing drainage systems shall be analyzed to understand flow patterns, flooding risks, and outfall conditions. Suitable stormwater management measures, especially for underpasses, shall be proposed to prevent waterlogging.

k. Assess land acquisition requirements and constraints.

Assessment of Right of Way (ROW), required additional land, encroachments, and impact on adjacent properties shall be carried out. Constraints such as built-up areas, religious structures, and commercial establishments shall be identified.

l. Prepare preliminary structural concepts for flyover/underpass.

Conceptual structural configurations including span arrangement, superstructure type, substructure elements, and foundation systems shall be developed based on site conditions and design requirements.

m. Estimate project cost (civil + LA + utilities + contingencies).

A preliminary cost estimate shall be prepared covering civil works, land acquisition, utility shifting, environmental mitigation, and contingencies. Standard Schedule of Rates (SoR) and market rates shall be adopted.

n. Carry out economic.

Economic evaluation shall be performed considering benefits such as travel time savings, vehicle operating cost (VOC) reduction, and accident reduction.

o. Prepare construction methodology and traffic diversion plan.

A practical construction sequence shall be developed considering site constraints. Traffic diversion and management plans shall be proposed to ensure minimal disruption during construction.

p. Identify risks and mitigation measures.

Potential risks related to design, construction, environment, utilities, and stakeholder issues shall be identified. Appropriate mitigation strategies shall be proposed to minimize project uncertainties.

q. Submit Draft Feasibility Report and incorporate comments.

A comprehensive draft report covering all analyses, findings, and proposed solutions shall be submitted to the Client for review, and comments shall be incorporated.

r. Submit Final Feasibility Report with recommendations..

The final report shall include all revised analyses, drawings, cost estimates, and clear recommendations on the preferred alternative for further DPR stage.

5.1.2.2 Reporting & Documentation

a. Submit Inception Report outlining methodology and work plan.

The Consultant shall submit an Inception Report within the initial stage of the assignment, clearly presenting the understanding of the project objectives, scope, and key challenges. The report shall detail the proposed methodology for carrying out surveys, investigations, and analyses, along with a comprehensive work plan, activity schedule, deployment of key personnel, and timelines. It shall also define data requirements, survey program, quality assurance framework, and coordination mechanism with BSCC and other stakeholders.

b. Submit Concept Design & Alternatives Report.

The Consultant shall prepare and submit a Concept Design & Alternatives Report presenting detailed analysis of existing traffic conditions and identified constraints. The report shall include development of multiple feasible engineering alternatives (such as flyover, underpass, or other grade-separated solutions), along with preliminary geometric layouts and conceptual drawings. A comparative evaluation of alternatives based on technical feasibility, traffic performance, cost implications, and implementation constraints shall be carried out, leading to recommendation of the most suitable option.

c. d. Submit Draft Feasibility Report.

The Draft Feasibility Report shall provide a comprehensive assessment of the project including detailed traffic analysis, future projections, conceptual designs, topographical and utility assessments, preliminary geotechnical findings, drainage analysis, and land acquisition requirements. The report shall also include preliminary cost estimates, economic evaluation,

construction methodology, traffic diversion plan, and identification of risks along with mitigation measures. This report will be submitted for review and comments by BSCC.

d. Submit Final Feasibility Report including:

- **Drawings**
  All finalized conceptual drawings including layout plans, geometric designs, cross-sections, and structural concepts shall be submitted in approved formats.
- **Cost estimates**
  Detailed and refined cost estimates covering civil works, land acquisition, utility shifting, environmental mitigation, and contingencies shall be provided.
- **Analysis**
  Final traffic analysis, economic evaluation (VOC savings, time savings, BCR), shall be incorporated.
- **Recommendations**
  Clear and justified recommendations shall be provided on the preferred interchange option, along with implementation strategy and guidance for DPR stage.

The Final Feasibility Report shall incorporate all comments and suggestions received from BSCC on the Draft Report and shall serve as the basis for further DPR preparation.

e. Provide soft copies and hard copies as required by BSCC.

The Consultant shall submit all reports, drawings, data, and supporting documents in both soft and hard copy formats as specified by BSCC. Soft copies shall be provided in editable formats (such as Word, Excel, AutoCAD, PDF), while hard copies shall be neatly bound and submitted in required numbers. All submissions shall comply with standard documentation practices and ensure ease of reference and future use.

5.2 DESCRIPTION OF ASSIGNMENT

The Consultant's services shall include:

- Traffic & Transportation Analysis
- Engineering Feasibility
- Conceptual Planning & Design

The assignment shall lead to selection of optimal interchange configuration for DPR stage.

5.3 DETAILED SCOPE OF SERVICES

5.3.1 Scope of Work

The Consultant shall perform, but not be limited to, the following:

a. Represent the interest of BSCC during feasibility assessment.

b. Collect and analyze all relevant data required for decision-making.

c. Evaluate all feasible engineering alternatives.

d. Ensure compliance with IRC, MoRTH, BIS standards.

e. Conduct stakeholder consultations if required.

f. Prepare detailed reports and presentations.

g. Assist BSCC in decision-making for project approval.

h. Identify risks and propose mitigation strategies.

i. Ensure timely completion of all deliverables.

j. Present findings to BSCC through PPT presentations.

k. Provide clarifications and revisions as required by BSCC.

l. Maintain all records and documentation of the study.

5.3.2 Actions Requiring Approval of BSCC

The Consultant shall obtain prior approval from BSCC for:

a. Selection of preferred interchange alternative

b. Major design assumptions

c. Cost estimates and revisions

d. Any deviation from agreed methodology

e. Final recommendations

5.3.3 Liaison & Coordination

a. Conduct regular coordination meetings with BSCC.

b. Coordinate with:

- Traffic Police
- BBMP / BDA
- BWSSB
- BESCOM

- BMRCL
- Other stakeholders

c. Address comments and incorporate feedback promptly.

5.4 REPORTS, TIME SCHEDULE AND DELIVERABLES

5.4.1 Time Schedule

The total duration of the assignment shall be **3 months** from the date of commencement.

5.4.2 Schedule of Reports

The Consultant shall prepare and submit four (3) copies to BSCC of each of the following reports and documents in English:

Sl No	Deliverable	Timeline
1	Inception Report	2 Weeks
2	Concept & Alternatives Report	5 Weeks
3	Draft Feasibility Report	8 Weeks
4	Final Feasibility Report	12 Weeks

5.4.3 Contents of Reports

a. Inception Report

The Inception Report shall cover the following:

- Understanding of the project and objectives of the feasibility study
- Detailed methodology and work plan for carrying out the assignment
- Deployment schedule of key professionals and resources
- Identification of data requirements and survey program
- Approach for traffic surveys and analysis
- Approach for topographical and utility surveys
- Quality Assurance Plan (QAP) for the study
- Work schedule with timelines and milestones
- Mode of coordination with BSCC, Traffic Police, and other stakeholders

b. Concept & Alternatives Report

The Concept & Alternatives Report shall include:

- Analysis of existing traffic conditions and constraints
- Identification of bottlenecks and problem areas
- Development of alternative interchange options (flyover, underpass, etc.)
- Preliminary geometric layouts and concept drawings
- Comparative analysis of alternatives based on:

- Traffic performance
- Feasibility
- Cost implications

- Recommendation of most suitable option

c. Draft Feasibility Report

The Draft Feasibility Report shall include:

- Detailed traffic analysis and future projections
- Finalized concept plan and preliminary designs
- Topographical and utility assessment
- Preliminary geotechnical findings
- Drainage and environmental considerations
- Land acquisition and ROW assessment
- Preliminary cost estimates
- Economic analysis (VOC, time savings, BCR)
- Construction methodology and traffic diversion plan
- Identification of risks and mitigation measures

d. Final Feasibility Report

The Final Feasibility Report shall include:

- Incorporation of comments from BSCC
- Final recommended interchange solution
- All drawings, analysis, and cost estimates
- Implementation strategy and phasing plan
- Clear recommendations for DPR stage

5.4.4 Payment Schedule:

On entering into Agreement and against submission of **Bank Guarantee of 5% of Contract Value**, the payment to the Consultant shall be made based on submission and approval of reports as per the following schedule:

Sl. No.	Deliverable	Payment (% of Contract Value)
1	On Submission Inception Report	20%
2	On Submission Concept & Alternatives Report	25%
3	On Submission Draft Feasibility Report	30%
4	On Submission Final Feasibility Report	25%

5.5 Key Professionals for the required Services

As per data sheet clause 3.3

The services of these key personnel / supporting staff shall be available full time during the entire period of project construction.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

CONTENTS **Page No.**

I. FORM OF CONTRACT…….. 52

II. GENERAL CONDITIONS OF CONTRACT ……... 54

1. General Provisions ……. 54

1.1. Definitions ……...
1.2. Law Governing the Contract ……...
1.3. Language …….
1.4. Notices …….
1.5. Location ……...
1.6. Authorized Representatives ……
1.7. Taxes and Duties …….

2. Commencement, Completion, Modification and Termination of Contract.. 55

2.1. Effectiveness of Contract ……
2.2. Commencement of Services ……
2.3. Expiration of Contract …….
2.4. Modification ……
2.5. Force Majeure …….
2.5.1 Definition……..
2.5.2 No Breach of Contract……..
2.5.3 Extension of Time…….
2.5.4 Payments……

2.6. Suspension
2.7. Termination…….
2.7.1 By the Client……..
2.7.2 By the Consultants…….
2.7.3 Cessation of Rights and Obligations…….
2.7.4 Cessation of Services……
2.7.5 Payment upon Termination……..

3. Obligations of the Consultants…….. 58

3.1 General……...
3.2 Conflict of Interest…….

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc….
3.2.2 Procurement Rules of Funding Agencies……..
3.2.3 Consultants and Affiliates Not to engage in certain Activities……
3.2.4 Prohibition of Conflicting Activities……

3.3 Confidentiality……

3.4 Insurance to Be Taken Out by the……..
3.5 Consultants' Actions Requiring Client's Prior Approval……...
3.6 Reporting Obligations…….
3.7 Documents Prepared by the Consultants to be the Property of the Client…..
3.8 Equipment and Materials Furnished by the Client…….

4. Consultants' Personnel and Sub-Consultants……. 61

4.1 Description of Personnel……
4.2 Removal and/or Replacement of Personnel……

5. Obligations of the Client…….. 61

5.1 Assistance and Exemptions…….
5.2 Services and Facilities…….

5. Payments to the Consultants……. 62

5.4.1 Lump Sum Remuneration……
5.5.1 Contract Price……
5.6.1 Payment for Additional Services……
5.7.1 Terms and Conditions of Payment……
5.8.1 Interest on Delayed Payments……..

6. Settlement of Disputes…….. 63

6.4.1 Amicable Settlement…….
6.5.1 Dispute Settlement……

III. SPECIAL CONDITIONS OF CONTRACT…… 64

IV. APPENDICES.

Appendix A — Description of the Services…….. **68**
Appendix B — Reporting Requirements…….. **68**
Appendix C — Key Personnel and Sub-consultants……. **68**
Appendix D — Services and Facilities to be provided by the Client…….. **68**
Appendix E — Breakdown of Contract price in Indian Rupees…….. **68**
Appendix F — Form of Bank Guarantee for Advance Payments…… **69**

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200___ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

".....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GCC");
   (b) The Special Conditions of contract (hereinafter called "SCC");
   (c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	Not Used
Appendix C:	Key Personnel and Sub-consultants	----------
Appendix D:	Services and Facilities to be provided by the Client	Not Used
Appendix E:	Breakdown of Contract Price	_____
Appendix F:	Form of Guarantee for Advance Payments	

_____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
   (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
   (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note***: *If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GCC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SCC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GCC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants under this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such applicable taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such

failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BSCC, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive BSCC of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the

Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GCC 2.7 , or upon expiration of this Contract pursuant to Clause GCC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GCC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GCC 3.7 and GCC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as

faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) Any other action that may be specified in the SCC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in

writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) Assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the

Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereinafter.

5.4 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GCC 6 of this Contract.

6. Payments to the Consultants

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after

the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause *	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is Engineer – in – Charge

[1.4.1 The addresses are:

Client : COMMISSIONER., BSCC
Represented by the Office of the Executive Engineer
Traffic Engineering and Mobility Cell,
2nd Floor, 9th Main Road, Jayanagara South 2nd block,
Bengaluru -560 011

Tele :
Facsimile : _____
E-mail :

Consultants :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Consultant : _____
For the Client : 1. Executive Engineer,
2. Executive Engineer (QA/QC) Division.

[Note: Fill in the blanks]
For the Consultant :

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

2.1] The date on which this Contract shall come into effect is: Date of signing of Agreement or Letter of Award whichever is earlier.

2.2] The time period shall be _____ days

2.3] The period shall be _____ Months

3.4] The risks and the coverage shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ____ for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[Note: Fill in the blanks and delete what is not applicable]

3.7] The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

5.1] Note: List here any changes or additions to Clause GCC 5.1 If there are no such changes or additions, delete this Clause SCC 5.1 from the SCC.]

6.2] The amount of Contract is Rs. _____.

6.4] The account is: …….]

Payments will be made by the concerned Divisional Executive Engineer according to the following schedule:

The consultancy fee payable as per the payment schedule, further on submission of monthly reports and attendance extract of the consultant's personnel, submission of inspection report.

6.5] Payment shall be made within 60 days of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

6.6] If any disputes or difference of any kind whatsoever were to arise between the Executive Engineer and the Consultants, subject to other form of settlement hereafter provided the Bangalore South City Corporation Commissioner's decision in respect of every disputes or difference so referred shall be final and binding upon the Consultant.

7.2] Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1] Selection of Arbitrators
Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If in a dispute subject to Clause SCC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for the dispute.

7.2.2 Rules of Procedure
Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation act 1996, of India.

7.2.3 Substitute Arbitrators
If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators
The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

[**Supplementary Clauses**

1. The PMC shall supervise and monitor the Work of the Contractor as per the Schedule or Time Frame agreed upon by both Employer and Contractor. In respect of the Shortfall in Progress (reviewed every fortnight), assessed due to the Delay on Part of the Consultant, the Consultant shall be liable to pay as Penalty, which will compounded after every Fortnight Delay, an amount equal to one percent (1%) of the total Fee for every Fortnight Delay subject to a maximum of ten percent (10%) of the total Fee. The Details will be ascertained at Time of the Agreement.
2. The Scheduled Time for Completion of PMC services is till completion of the project. Further, if the Project Period is extended beyond the Stipulated Time Frame for any reasons, no Extra Consultancy Charges shall be paid to the consultant.

IV. APPENDICES

Appendix A: Description of the Services

[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Employer, etc.]

Appendix B: Reporting Requirements

[List Format, Frequency, Contents of Reports and Number of Copies; Date of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

Appendix C: Key Personnel and Sub-consultants

[List hereunder:
C – 1 Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.
C – 2 List of Approved Sub Consultants [if already available]; same Information with respect to their Personnel as in C – 1 through C – 2.

Appendix D: Services and Facilities to be provided by the Client

[List hereunder:
F – 1 Services, Facilities and Property to be made available to the Consultant by the Employer.

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Format of Bank Guarantee for Performance Security

(Clause 9 of Information to Consultant)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: Bank Guarantee: _____ Date: _____

To

COMMISSIONER
Bengaluru South City Corporation
First Floor, Commercial Complex 9th Cross road,
9th Main Road Jayanagar 2nd Block, Bangalore-**11**

WHEREAS _____ [Name and address of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No._____ dated _____ to provides the services on terms and conditions set forth in this Contract _____ (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [Amount of Guarantee]_____ [in Words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand. We further agree that no change or addition to or other modification of the Terms of the Contract or of the Services to be performed there under or of any of the Contract Documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____ unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of ……. months i.e. upto 3 months beyond the expiry of Maintenance Period of …… months.

Signature and Seal of the Guarantor _____
In presence of
Name and Designation
(Name, Signature and Occupation)
Name of the Bank
Address (Name and Occupation)
Date _____

Appendix G: Format BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To,
Commissioner
Bengaluru South City Corporation
First Floor, Commercial Complex 9th Cross road,
9th Main Road Jayanagar 2nd Block, Bangalore-**11**

In accordance with your **Tender No.** _____ **Date:**_____ for the Work of_____ (hereinafter called "the Tender"), M/s._____ one of the Tenderers (hereinafter called the "the Tenderer") having its Registered Office at _____, wishes to participate in the said Tender and an irrevocable Bank Guarantee against Earnest Money Deposit for an Amount of Rs. _____ (Rupees) is required to be submitted by the Tenderer towards the Tender Security.

KNOW ALL MEN by these presents that we, _____ (Name of Bank) of_____ (Name of Country) having our Registered Office at _____ (hereinafter called "the Bank") at the Request of the Tenderer do hereby unequivocally and unconditionally guarantee the same Amount as stated above. The Bank is bound unto Bengaluru South City Corporation, First Floor, Commercial Complex 9th Cross road, 9th Main Road Jayanagar 2nd Block, Bangalore-**11**(hereinafter called "the Employer) in the same Amount as stated above for which Payment well and truly to be made to the said Employer, the Bank binds himself, his Successors and Assigns by these presents.

SEALED with the Seal of the said Bank this _____ day of _____ 2025.

The Conditions of this Obligation are:

1. If the Tenderer withdraws his Tender after Tender Opening during the Period of Tender Validity specified in the Tender Document; or
2. If the Tenderer does not accept the Correction of the Tender Price in accordance with the Instructions to Tenderers.
3. If the Tenderer having been notified of the Acceptance of his Tender by the Employer during the Period of Tender Validity
    a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers; or
    b. Fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers.

We undertake to pay to the Employer upto the above Amount upon Receipt of his First Written Demand, without the Employer having to substantiate his Demand, provided that in his Demand the Employer will note that the Amount claimed by him is due to him owing to the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.

This Guarantee will remain in force upto and including _____ (Date) i.e. 90 (Ninty) days beyond the Tender Validity as such Deadline is stated in the Instructions to Tenderers or it may be extended by the Employer, notice of which Extension (s) to the Bank shall be received from the Tenderer on whose behalf this Guarantee has been issued.

Any Demand in respect of this Guarantee should reach the Bank not later than the above Date.

Date _____
Signature of the Bank _____
Seal of the Bank _____
Signature of the Witness _____
Name and Address of the Witness _____